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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

LYNNETTEE BURTON,

Plaintiff,

v.

SOCIETE AIR FRANCE, a foreign
corporation

Defendant.

Case No. 3:20-cv-01085-IM

COMPLAINT

(Persona Injury, Strict Liability – Montreal
Convention 28 USC § 1331)

Plaintiff, Lynnette Burton, an individual, files this complaint for damages against
defendant Societe Air France (hereinafter referred to as “Air France”).

NATURE OF ACTION

1.

This is an action for strict liability under the Montreal Convention against Air France
related to injuries sustained by plaintiff while on an international flight between Montreal, Canada and
Paris, France, Air France flight AF345.

JURISDICTION AND VENUE

2.

This Court has original jurisdiction over this action under 28 USC § 1331 in that plaintiff's claims arise under a Treaty of the United States known as the Convention for the Unification of Certain Rules for International Carriage by Air, concluded at Montreal, Canada on May 28, 1999, reprinted in S. Treaty Doc. No. 106-45, 1999 WL 33292734 ("Montreal Convention")

3.

This court has subject matter jurisdiction over this action pursuant to 28 USC § 1331(a)-(b).

4.

Venue is proper in this jurisdiction pursuant to 28 USC § 1391(b)(1)-(2) and Article 33 of the Montreal Convention because it is the principal and permanent place of residence of the plaintiff.

THE PARTIES

5.

Plaintiff Lynnette Burton is an individual residing in Beaverton, Oregon and at all times relevant herein has continuously and systematically resided within this jurisdiction.

6.

Societe Air France is a foreign corporation organized under the laws of France. Societe Air France is registered as a foreign business corporation through the Division of Corporations in the State of New York, DOS ID No. 68300 with the following listed addresses:

- a) DOS Service, c/o Corporation Service Company, 80 State Street, Albany, New York 12207; and
- b) Chief Executive Officer, Stephanie Ormand, 2nd Flr., 125 W. 55th St., New York, NY 10019.

STATEMENT OF CLAIM

7.

At all times material herein, Air France was and is a common air carrier of passengers for hire on regular scheduled, over definite designated routes, including the route that was traveled by plaintiff as alleged herein.

8.

On December 21, 2018, plaintiff was a passenger on Air France Flight AF345 from Montreal, Canada destined for Paris, France.

9.

Prior to the injury alleged below, Air France knowingly, through its officers, agents, representatives and/or employees, received plaintiff as a passenger and plaintiff had boarded an aircraft operated by Air France.

10.

Air France agreed to carry plaintiff safely and was thereby bound to furnish suitable, proper and safe means to transport plaintiff from Montreal, Canada to Paris, France.

11.

While plaintiff was onboard Flight AF345 a piece of luggage fell from an overhead bin and struck plaintiff causing the harms and losses described more fully below.

12.

The luggage falling and striking plaintiff was an unexpected or unusual event external to plaintiff and therefore plaintiff was injured as a result of an “accident” pursuant to Treaties of the United States, mainly the *Montreal Convention* and other treaties, such as the *Warsaw Convention*.

13.

As a result of being struck by the luggage, plaintiff sustained a head injury and injuries to her right hand and knee, some of which are permanent in nature.

14.

As a further result of being struck by the luggage, plaintiff was rendered sick, sore, ill and incapacitated and has suffered and will continue to suffer pain, discomfort, impairment, inconvenience and interference with her normal and usual activities, all to her non-economic damages in a reasonable amount to be decided by the jury and not to exceed \$88,000.00. This figure may be amended prior to trial.

15.

As a further reasonably foreseeable result of being struck by the luggage, plaintiff incurred and will incur in the future, necessary hospital, doctor, medical and drug expenses in a reasonable amount to be decided by the jury and not to exceed \$25,000.00. This figure may be amended prior to trial.

DEMAND FOR RELIEF

WHEREFORE, plaintiff prays for judgment against the defendant as follows:

- A. Non-economic damages in a reasonable amount to be decided by the jury and not to exceed \$88,000.00;
- B. Economic damages for medical expenses in a reasonable amount to be decided by the jury and not to exceed \$25,000.00; and
- C. Costs, prejudgment interest and disbursements incurred herein.

Dated this 17th day of November, 2020.

LAW OFFICES OF CLAYTON H. MORRISON, LLC.

/s/ Clayton Huntley Morrison

CLAYTON HUNTLEY MORRISON, OSB No. 983919